CONTRACT SUPPLEMENT

SP-37 Rev. 01/02

Purchasing Contact: Pat Tower, PSO II

Telephone Number: **(860) 622-2541**

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number SBE 012-A-27-7047-C

Contract Award Date

April 5, 2002
SUPPLEMENT DATE

March 20, 2003

CONTRACT AWARD SUPPLEMENT # 1

IMPORTANT: This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> Produce or Ship without an Agency Purchase Order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 7000/560 Radio Equipment (Kenwood)							
Cedarcrest Hospital 525 Russell Road Newington, CT. 06111		DELIVERY DATE REQ'D: Earliest Guaranteed Delivery Date TERM OF CONTRACT: May 1, 2003 - October 31, 2003					
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE				

NOTICE TO CONTRACTORS: This notice of award is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do <u>not</u> reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ <u>CASH DISCOUNTS:</u> Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ <u>PRICE BASIS</u>: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: J & S Radio Sales, Inc.

Address: 1147 Main St., Willimantic, CT. 06226

Tel. No.: **(860) 456-2667** Fax No.: **(860) 456-4479** Contract Value:

Contact Person: Anthony Marsalisi SSN/FEIN #: 06-1399799 Delivery: 10-14 days ARO

Certification Type: SBE Terms: Net 45 Days Supply to Political Sub-Divisions: Yes

(SBE,MBE, WBE or None)

Company E-mail Address: jsradio@snet.net

THIS SUPPLEMENT #1 IS BEING ISSUED TO EXTEND CURRENT CONTRACT FOR SIX (6) MONTHS

ALL OTHER TERMS & CONDITIONS REMAIN THE SAME

APPROVED

Supplement # 1
Date Issued: March 20, 2003

Holly Miller-Sullivan

Director of Contract & Purchasing Division

(Original Signature on Document in Procurement Files)

CONTRACT AWARD

SP-38 Rev. 01/02

Telephone Number:

(860) 622-2542

STATE OF CONNECTICUT

Contract Award # SBE 012-A-27-7047-C

Purchasing Contact: Theresa Anderson, PSO II DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274

Contract Award Date April 05, 2002

Expiration Date

April 30, 2003

CONTRACT AWARD

IMPORTANT: This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> produce or ship without an Agency Purchase Order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 7000 / 560 Radio Equipment (Kenwood)						
FOR: Cedarcrest Hospital 525 Russell Road Newington, CT 06111		TERM OF CONTRACT: April 05, 2002 – April 30, 2003 (with an option to extend one additional year) AGENCY REQUISITION NUMBER: 181834				
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE			
	\$7,232.00		\$7,232.00			

NOTICE TO CONTRACTORS: This notice of award is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do <u>not</u> reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ <u>CASH DISCOUNTS:</u> Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ <u>PRICE BASIS:</u> Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Date Issued: April 05, 2002

Company Name: J & S Radio Sales, Inc.

Address: 1147 Main Street, Willimantic, CT 06226

 Tel. No.: (860) 456-2667
 Fax No.: (860) 456-4479
 Contract Value: \$7,232.00

 Contact Person: Anthony Marsalisi
 SSN/FEIN # 06-1399799
 Delivery: 10 - 14 days A.R.O.

 Certification Type: SBE
 Payment Terms: Net 45 Days
 Supply to Political Sub-Divisions: Yes

(SBE,MBE, WBE or None)

Company E-mail Address: jsradio@snet.net

<i>APPROV</i>	/ED
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AWARD SCHEDULE SP-16A Rev. 01/02

STATE OF CONNECTICUT

DOIT - CONTRACTS & PURCHASING DIVISION

Award Number

SBE 012-A-27-7047-C

Purchasing Contact: Theresa Anderson, PSO II

Telephone Number: **(860)622-2542**

E-Mail Address:

theresa.anderson@po.state.ct.us

CONTRACT AWARD SCHEDULE

SBE 012-A-27-7047-C

CONTRACT AWARD DATE **April 05, 2002 - April 30, 2003**(with an option to extend one additional year)

DELIVERY **10 - 14 days A.R.O.**

PAYMENT TERMS CASH DISCOUNT

Net 45 Days -- % -- Days

VENDOR NAME:

J & S Radio Sales, Inc.

SSN OR FEIN #: 06-1399799

Pricing includes all transportation charges FOB State Agency.

Page 1 OF 2

The Department of Information Technology is issuing this contract award for **Cedarcrest Hospital for <u>Kenwood Radio Equipment</u>** to above named vendor

DESCRIPTION OF COMMODITY AND/OR SERVICES		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	KENWOOD UHF PORTABLE RADIO TK-390K (fitted with five items listed in the agency specifications) Warranty: 2 year manufacturer (1 year on accessories)	9	each	\$695.00	\$6, 255.00
2	Kenwood Antennas KRA-15AM: UHF whip antenna 450-490 MHz	6	each	\$12.00	\$72.00
3	Kenwood KMB-16: Six unit charger adapter for the KSC-20/24 rapid rate	1	each	\$115.00	\$115.00
4	Kenwood KSC-24: 110-volt rapid rate single unit dual-chemistry charger for KNB-14/15/16/17A/17B/20N/21N/22N	7	each	\$55.00	\$385.00
5	Kenwood KLH-6SW: Swivel belt loop/detachable swivel back for KLH-58/60/70/71/75/76/78/79/83	9	each	\$15.00	\$135.00
6	Kenwood KLH-78B: Heavy duty leather carrying case for TK-190/290/390 compatible w/NiCD & NiMH batteries	9	each	\$30.00	\$270.00

CONTRACT AWARD TOTAL: § 7, 232.00

AWARD SCHEDULE SP-16A Rev. 01/02

STATE OF CONNECTICUT DOIT - CONTRACTS & PURCHASING DIVISION

Award Number

SBE 012-A-27-7047-C

Kenwood Radio Equipment for Cedarcrest Hospital

Vendor Contact: <u>Anthony Marsalisi</u>, J & S Radio Sales, Inc.

Address: 1147 Main Street, Willimantic, CT 06226

Phone: 860-456-2667 Fax: 860-456-4479 E-mail: jsradio@snet.net

Representative that will service radio equipment:

Name: **Jeff Lee**, J & S Radio Sales, Inc.

Address: 1147 Main Street, Willimantic, CT 06226

Phone: 860-456-2667 Fax: 860-456-4479 E-mail: jsradio@snet.net

Notes:

- 1. Prices include equipment, installation, delivery, and warrantee.
- 2. Quantities listed are estimates only. Quantities purchased may be more or less than the estimates. Accessory Items may or may not be ordered depending on the needs of Cedarcrest Hospital.
- 3. Bidders must comply with the attached Special Bid/Contract Terms and Conditions, Standard Bid and Contract Terms and Conditions, and Agency Specifications.

All correspondence regarding this contract award must be in writing and submitted to:

theresa.anderson@po.state.ct.us

--or--

Theresa Anderson, PSO II, Contract Award # SBE 012-A-27-7047-C

DOIT - Contract & Purchasing Division, 4th Floor, 101 East River Drive, East Hartford, CT 06108

SPECIFICATIONS

Rev. 03/02

STATE OF CONNECTICUT DOIT - CONTRACTS & PURCHASING DIVISION

Contract Award Number SBE 012-A-27-7047-C

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AGENCY SPECIFICATIONS

Cedarcrest Hospital

Kenwood Portable Radios – No Brand Substitutions

INTENTION: These specifications are to set forth the minimum requirements for the purchase of equipment that will provide reliable communications for use by Cedarcrest Hospital. In all details not specifically stated herein, it is understood that equipment supplied shall meet or exceed the requirements of the Electronics Industries Association and the Federal Communications Commission which are current at the time of the award or installation.

EQUIPMENT: This contract award shall consist of the following equipment:

Kenwood UHF Portable Radio TK -390K:

450-490 MHz 4W, 160 Ch. with dual priority scan.

Features include: 160 channel capacity; wide band; multiple band width; 12.5/25 kHz Channel Spacing (per channel); MIL-STD 810 C, D, & E; weather-sealed accessory connector; Programmable power per channel; die-cast chassis; Noice-canceling mic; MILSTD speaker mics; mechanical rotary channel selector; programmable toggle switch; five Programmable keys; key lock feature; seven-character alpha-numeric LCD; reversible display; two color LED; dual priority Scan.

Each radio must come fitted with the following 5 items:

- KRA-15AM: UHF whip antenna 450-490 MHz
- KNB-22N: 2100 mHa NiMH (more than 13 hours life @ 5-5-90) requires KSC-24 charger
- KLH-6SW: Swivel belt loop/detachable swivel back for KLH-58/60/70/71/75/76/78/79/83
- KLH-78B: Heavy duty leather carrying case for TK-190/290/390 Compatible w/NiCD & NiMH batteries
- KMC-25: MIL-SPEC, Noise canceling speaker mic (I.S. Certified)

ACCESSORIES: This contract award shall consist of the following Kenwood accessories:

Antennas: KRA-15AM: UHF whip antenna 450-490 MHz

Batteries & Chargers:

- **KMB-16:** Six unit charger adapter for the KSC-20/24 rapid rate
- KSC-24: 110-volt rapid rate single unit dual-chemistry Charger for KNB-14/15/16/17A/17B/20N/21N/22N

Carrying Accessories:

- KLH-6SW: Swivel belt loop/detachable swivel back for KLH-58/60/70/71/75/76/78/79/83
- **KLH-78B:** Heavy duty leather carrying case for TK-190/290/390 Compatible w/NiCD & NiMH batteries

SPECIFICATIONS

Rev. 03/02

STATE OF CONNECTICUT DOIT - CONTRACTS & PURCHASING DIVISION

Contract Award Number SBE 012-A-27-7047-C

Page 2 of 2

AGENCY SPECIFICATIONS

PROGRAMMING EQUIPMENT:

Tone codes and frequency in/out will be issued upon contract award. Contractor will need to preprogram with the channels/frequencies so that upon delivery the radio is in operating condition and ready to use. Verification of such will be required upon delivery.

WARRANTY: The Contractor shall also be responsible for providing warranty service during the manufacturer's standard warranty period. A warranty of <u>two (2) years is mandatory</u> on the radios with a one (1) year warranty on accessories. **Serial numbers of all radios will be listed on the packing slip and invoice**.

TRAINING: The Contractor shall provide a formal training course for radio operation, which conducted on site at Cedarcrest Hospital. A qualified factory instructor who conducts training courses as part of their normal duties for the manufacturer shall do this training. This training shall consist of at least the theory of operation to effectively maintain the equipment, troubleshooting procedures, and will include hands on training on the equipment supplied. Training sessions may need to be set up at two different times (a.m. and p.m.) allowing for all staff attendance. The contractor shall state their proposal for training as part of the bid package.

SERVICE MANUALS: Upon request, comprehensive installation and service manuals shall be provided. They shall be complete in every detail for the equipment actually supplied and will include at least the following:

- -basic theory of operation of the circuitry used
- -troubleshooting charts for determining circuit failures
- -tuning and alignment procedures

- -parts listing that gives the manufacturers ordering numbers for parts -pathfinder diagrams showing printed circuit layouts and locations
- -schematic diagrams showing normal voltage measurements

Cedarcrest Hospital 525 Russell Road Newington, CT 06111

DOIT - CONTRACTS & PURCHASING DIVISION

SBE 012-A-27-7047-C

SPECIAL BID/CONTRACT TERMS AND CONDITIONS

Page 1 of 3

1. SCOPE

The State is seeking a contractor to provide **Kenwood radio equipment** (per Agency Specifications and Bid Schedule pages) for Cedarcrest Hospital. The contract period will run from the **Date of Award through April 30, 2004** with the option to extend for one additional year.

2. AUTHORIZED DEALER

The Contractor must be authorized factory service representative for Kenwood at the time of the bid opening and for the term of the contract. The Contractor are required to indicate the product lines they are authorized to sell. The contractor may be asked to provide proof from the manufacturer prior to award or during the term of the contract.

3. COMPLIANCE WITH BID SPECIFICATIONS:

If the equipment being bid does not comply with one or more items of the specifications, each deviation must be documented in the bid response. Acceptable Brand Lists are located on DOIT's website: http://www.doit.state.ct.us/purchase/main/ausa.htm

4. INSPECTION OF EQUIPMENT:

Prior to the award of this contract, the State reserves the right to inspect a sample of the equipment being bid. Upon request, the contractor shall deliver a sample of the exact model of the equipment being bid within seven (7) calendar days of the request.

5. INSURANCE REQUIREMENTS

The contractor will carry sufficient insurance to cover the nature of work to be performed to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, contractors will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

6. WARRANTY

Radio equipment supplied by the contractor shall be **new** and warranted against defects in material and workmanship. The Contractor shall be responsible for providing warranty service during the manufacturer's standard warranty period. The Contractor will indicate all manufacturers' warranties that apply to the equipment/service being offered including any additional or extended warranties that may be optional.

The minimum warranty is two (2) years, from the date the equipment is placed into service and one (1) year for accessories. All contractors are to stipulate if they offer any additional warranties. Upon request, a copy of the warranty must be made available to the requesting state agency.

7. PRICING RATES & PAYMENT TERMS

Prices shall be net, including all costs that the bidder may incur, without exception. The Contractor will ensure that quote includes all ancillary costs (e.g. transportation charges). Failure to include an applicable cost will be interpreted as that cost being included in the price.

Quantities listed in the Bid Schedule are estimates only. Actual quantities purchased may be more or less than the estimates listed. The agency reserves the right to purchase additional units/accessories within the contract term.

Payment terms are Net 45 days. The State will make payment within 45 days after acceptance of equipment, and receipt of a properly submitted invoice. *Contractors may offer discounts for early payments.*

DOIT - CONTRACTS & PURCHASING DIVISION

SBE 012-A-27-7047-C

SPECIAL BID/CONTRACT TERMS AND CONDITIONS

Page 2 of 3

8. DELIVERY & SHIPPING TERMS

Contractors will give their earliest guaranteed delivery time (A.R.O.) and be specific (i.e. 14 days A.R.O.) **Delivery may be an important factor in making the award.** The requesting agency wants delivery to be within three weeks A.R.O. Equipment shall be delivered ready to operate in accordance with the instructions contained within the requesting agency's purchase order. Shipping terms are **F.O.B. State Agency**. Terms listed otherwise are subject to rejection.

9. BASIS OF AWARD

An award will be issued to the lowest, responsible, qualified contractors, who are in compliance with the Agency's technical specifications, these Special T & C stated herein, and the Bid/Contract Terms and Conditions. The State reserves the right to make an award per line item, per group of items, or to the total overall low bid, whichever it deems is in its best interest.

10. PRICE INCREASES

Pricing Rates quoted under this contract shall remain firm for a period of one (1) year from effective date of contract award. Thereafter, the awarded contractor may file for a price increase at the end of each one (1) year period. Changes shall be consistent with and relative to price changes originating with the manufacturer as evidenced by notices or list pricing (parts). Requests for such increase must be fully and properly documented and include the new pricing medium.

Contractors must submit a formal request for an increase to the Department of Information Technology, *Contracts & Purchasing Division*, no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. *No retroactive increase will be allowed.* The State reserves the right to reject any requests deemed excessive.

Contractors will honor contract pricing on purchase orders issued prior to the effective date of any increase in price.

11. PRICE DECREASES

Price decreases will become effective immediately on the date specified in the manufacturer's notice of change. Contractors shall bill the State at the reduced price on all deliveries made on or after the date of the manufacturer's price reduction. Contractors also shall promptly provide the Department of Information Technology with a letter of notice concerning the change with a copy of the pricing medium.

12. CANCELLATION

The State reserves the right to cancel any unfulfilled portion of the contract if the Department of Information Technology deems the parts, supplies, or accessories provided by the contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

13. CONTRACTOR INFORMATION In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the contractor's responsibility to notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the contractor's part.

14. TAXES

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and Connecticut Sales and Use Tax. Upon request, the requesting State Agency will provide a Federal Excise Tax Exemption Certificate.

DOIT - CONTRACTS & PURCHASING DIVISION

SBE 012-A-27-7047-C

SPECIAL BID/CONTRACT TERMS AND CONDITIONS

Page 3 of 3

15. LAWS

Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statue sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- Affirmative Action Policy Statement: http://www.state.ct.us/governor/aapolicy.htm
- ▶ Sexual Harassment Policy Statement: http://www.state.ct.us/governor/sexualharasspolicy.htm
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

The contractor is also subject to the provisions of the following:

- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts: http://www.state.ct.us/governor/executiveorders/meskill3.htm
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service: http://www.state.ct.us/governor/executiveorders/meskill17.htm
- Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16: http://www.state.ct.us/governor/executiveorders/no16.htm

16. PURCHASE ORDERS/INVOICING

The requesting State Agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order.

Payments may be delayed if the invoice is not properly completed in accordance with the instructions contained in the purchase order.

Whenever possible, contractors should utilize the state invoice form CLA-3/CO-17. All billing must contain the contractor's federal identification number. The contractor's invoice must also reference the requesting agency's purchase order number and the contractor's invoice number. Serial numbers of all radios will be listed on the packing slip and invoice.